



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 31, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**
74193
Amendment 3

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
FOR PUBLIC WORKS HEADQUARTERS COMPLEX
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service will continue to be more economically performed by an independent contractor than by County employees.
3. Approve amending the Contract No. 74193 with TruGreen Landcare, LLC, for landscape and grounds maintenance services to enable this contract to continue on a month-to-month basis for up to six months starting November 1, 2006, or upon Board approval, whichever occurs last, while Public Works completes the solicitation process for a replacement contract.
4. Authorize Public Works to encumber up to \$23,022 for this contract. Funds are available in Public Works' 2006-07 Internal Service Fund budget.
5. Delegate authority to the Director of Public Works to expend up to 15 percent of the additional not-to-exceed amount for vegetation replacement and additional unforeseen landscape maintenance services.
6. Instruct the Mayor to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 29, 2002, Synopsis 48, your Board approved Contract No. 74193 with TruGreen LandCare, LLC, for landscape and grounds maintenance services. The contract was for an initial one-year period with two one-year renewal options beginning November 1, 2002. On October 11, 2005, Agenda Item 55, your Board approved a six-month extension under authority granted by your Board to allow time to complete the solicitation and award of a new contract. On April 4, 2006, Agenda Item 51, your Board approved a six-month extension under authority granted by your Board to allow time to complete the solicitation and award of a new contract.

Public Works issued a Request for Statements of Qualifications for Landscape Maintenance Services on January 26, 2006. Submittals were received on February 22, 2006. Public Works launched an evaluation process and established a list of qualified vendors. The preparation of solicitation began several months ago, but the need for extensive changes in the Schedule of Prices and the Scope of Work require us to request this extension. Public Works is preparing another Invitation for Bids for the landscape maintenance services to those vendors who are on the qualified list.

The purpose of this action is to continue these landscape and grounds maintenance services on a month-to-month basis starting November 1, 2006, or upon Board approval, whichever occurs last, for up to six months while Public Works completes the solicitation process for a replacement contract.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness as the contractor's expertise allows for effectively providing services in a timely, effective, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County costs. This amendment is for an amount not to exceed \$23,022, representing the contractor's monthly service cost of \$3,837 for a period of up to six months. In addition, the Director may expend up to 15 percent of the additional amended amount for vegetation replacement and additional unforeseen landscape maintenance services. Funds are available in Public Works' 2006-07 Internal Service Fund budget.

In 2002, Public Works determined that this contract is cost-effective and can be more economically performed by an independent contractor than by County employees. The contract remains cost-effective because this amendment will continue service under the existing terms and conditions.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

This contract does not allow a cost-of-living adjustment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment has been executed by the contractor and approved as to form by County Counsel.

This amendment will continue the contract's current terms, specifications, and conditions.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Sections 15301 (a) and (h) of the State CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services. The continuation of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
October 31, 2006
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CONCLUSION

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 3 TO CONTRACT NO. 74193

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
PUBLIC WORKS HEADQUARTERS COMPLEX

THIS AMENDMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRUGREEN LANDCARE, LLC, a California general partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 74193 was entered into between the COUNTY and the CONTRACTOR, on November 1, 2002, to provide landscaping and grounds maintenance services for a period of one year with two one-year renewal options; and

WHEREAS, on October 11, 2005, the Board approved extending the expiration of the term of the Contract for six months from November 1, 2005, to April 30, 2006; and

WHEREAS, on April 4, 2006, the Board approved extending the expiration of the term of the Contract for six months from May 1, 2006, to November 1, 2006; and

WHEREAS, the parties desire to further extend the contract beyond November 1, 2006, on a month-to-month basis for up to six months, at a monthly amount of \$3,837 for an amount not to exceed \$23,022, or such greater amount as the Board may approve; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

WHEREAS, since Contract No. 74193 was entered into, the COUNTY has adopted a revised Assignment by Contractor policy and a revised Contractor Responsibility and Debarment policy.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 74193 between them shall be amended as follows:

FIRST: As permitted under this Contract's Part II, Section 3.G, Changes and Amendments of Terms, the term of this Contract is extended on a month-to-month basis for a period of up to six months, beginning November 1, 2006, or upon Board approval, whichever occurs last, as follows:

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

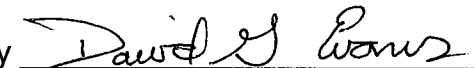
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

TRUGREEN LANDCARE, LLC

By  _____
Its Branch Manager

DAVID G. EVANS
Type or Print Name

By  _____
Its Secretary

DAVID G. EVANS
Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

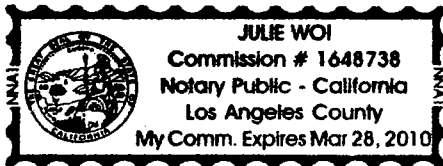
County of Los Angeles } ss.

On October 11, 2006, before me, Julie Woi, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David G. Evans,
Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Julie Woi
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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OF SIGNER
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